LEASE AGREEMENT

THIS AGREEMENT, made and executed this 12 day of July, A. D., 1978

by and between ROBERT L. & JOAN F. HERREMA,

hereinafter called the LANDLORD, and John V. O'Neill.

_____, jointly and severally,

hereinafter called the TENANT.

WITNESSETH, that Landlord has agreed to, and does hereby, let unto Tenant, the premises known as 105 5th Street N.E.

in the District of Columbia, for the term of two years, 1 week

commencing on the 22nd day of July, 19 78,

and fully ending at Midnight on the 31st day of July, 1980,

at and for the total rental of $17,460 Dollars,

payable in monthly installments of $720 Dollars,

the first installment payable on the execution of this agreement and the remaining installments payable in advance on the 1st day of each ensuing month to and at the residence of THE LANDLORD.

AND TENANT does hereby covenant and agree as follows:

1. That he will, and does hereby, take and hold said premises as a tenant for the term of two years, one week but subject to delivery of possession by any present occupant. In the event possession is not delivered according to the terms of this agreement the tenant shall have the option to cancel this agreement or have the rent abated until possession can be given.

2. That he will pay the rent in the manner above stated; that he will not use said premises for any other purpose other than that of a residence; that at the expiration of said term, he will deliver to the Landlord quiet and peaceable possession of said premises.

3. That he will not assign or sublet without the written consent of the Landlord. In the event that sublet is approved:
   (a) Tenant will pay to the Landlord a sum of $50.00 to cover inspection and bookkeeping expenses;
   (b) Landlord shall hold the deposit made by tenant until the

3. That he will not assign or sublet without the written consent of the Landlord. In the event that sublet is approved:
   (a) Tenant will pay to the Landlord a sum of $50.00 to cover inspection and bookkeeping expenses;
   (b) Landlord shall hold the deposit made by tenant until the expiration of the term of the old lease, which deposit shall be subject to completion of term by assignee.

4. That he will pay a minimum charge of $10.00 for any dishonored check.

5. That no pets will be kept on the premises without the written consent of the Landlord. Should such written permission be given, an additional deposit of $50.00 will be required. In any event, tenant will be responsible for any and all pet damage.

6. That he will pay all utility bills for electricity, water, gas, and telephone used on premises, making necessary deposits at the utility offices to secure the same, and will be responsible for any damage to the property that may result from failure to maintain adequate heat to insure that no plumbing or heating equipment should freeze.

7. That he will keep the premises in good order and condition, keep all shrubbery in good order, keep all portion of premises in a clean and sanitary condition and comply with all laws, health, fire and policy regulations with respect to said premises, and surrender same at the expiration of this term in the same good order in which they are received, usual wear and tear and damage by fire, storm and public enemies only excepted.

8. That he will, at his own expense, furnish his own light bulbs, and be responsible for clearing of drains if stoppage is caused by him, his servants, his guests or invitees.

9. That he will have the use of electrical appliances on the premises such as air conditioners, dishwasher, disposal, stove, range hood, refrigerator, hot water heater, and all minor appliances, if any, and will maintain them at his own expense in good working order during his tenancy, such appliances to be in good working order at the beginning of the lease. Landlord will only be responsible for repairs of the above mentioned appliances in case of a major breakdown due to old age, such responsibility to be established through the report of the servicing plumber or electrician of Landlord. Landlord reserves privilege of repairing or replacing of any appliance; however, Landlord will in no way be required to replace any appliance which ceases to function.

10. That he will be responsible for any damages to walls or woodwork including those resulting from the use of picture hooks, cup hooks, nails or screws and said tenant agrees to repair all holes and damage made in walls and woodwork, etc., at his expense. Tenant will use picture hooks in the hanging of pictures.

11. That he will maintain all floors in good condition, cleaning and waxing as necessary in order to preserve the finish of the floors. The said tenant will at the expiration of his lease return all floors cleaned and waxed in the same condition as received.

12. That he will defrost refrigerator regularly, ~~and change filter on heating unit regularly.~~

13. That premises are to be delivered free of vermin and household pests and to be so maintained thereafter by Tenant.

14. That he will not allow any gasoline or other combustible materials to be kept on said premises or permit or do anything which would increase the rate of fire insurance upon the building.

15. That he will keep the sidewalks immediately abutting said premises free from obstructions of all nature, properly swept and snow and ice removed therefrom.

16. That no equipment of any nature, including bicycles, motor bikes, and/or motorcycles, will be housed in front of premises.

17. That he will not change or add locks without knowledge of Landlord and will furnish Landlord keys to same.

18. That he will not make any alterations or additions to the structure, equipment or fixtures of said premises without written consent of Landlord first had and obtained, including any redecorating.

19. That this lease may be terminated at the option of the Landlord in case of commission of any nuisance on premises, boisterousness or any other excessive noise, or any other offensive manner to any other occupant of building or neighborhood.

20. That he will give Landlord prompt notice in writing of any defects or breakage in the structure, equipment or fixtures of same premises.

21. That he will allow Landlord or his Agent to have access to said premises at any time without warning in case of emergency for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of making any repairs Landlord considers necessary or desirable.

22. That all personal property in said premises shall be and remain at his sole risk, and Landlord shall not be liable for any damage to or loss of such personal property arising from any acts of negligence of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, of Buffalo Moths or Termites, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in or about said premises; the Tenant expressly agreeing to save the Landlord harmless in all such cases.

23. That should this property be put on sale market during the term of this lease, Tenant agrees that property may be shown by Agent upon reasonable notice no more than three (3) times a week.

24. That he will permit Agent to post a "For Rent" sign and to show said premises at reasonable hours to prospective tenants during the last thirty (30) days of the term herein no more than three (3) times a week.

25. That at expiration of tenancy he will replace all light bulbs, clean said premises including stove and refrigerator and remove trash from the premises. Refrigerator shall be unplugged and door left open. Special attention to the broiler shall be given when cleaning stove. If such cleaning and removal of trash is not accomplished by the Tenant, action deemed necessary by the Landlord shall be taken by the Landlord and the cost deducted from the damage deposit.

26. That should premises be delivered at beginning of tenancy with windows washed at expense of Landlord, premises shall be returned in same clean condition at end of tenancy.

27. That upon vacating the premises, Tenant shall deliver all keys thereto to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant pro-rated daily rate of monthly rent until keys are received by the Landlord.

28. That where more than one (1) person constitutes the "tenant" each is jointly and severally responsible for each and every provision in the lease and is, therefore, not just responsible for a proportionate part of each obligation under the lease. In the event one (1) such person, due to vocational transfer or marriage, desires to replace himself with another, permission of the Landlord must be obtained.

29. That violation of these rules, or any one of them shall be sufficient cause for termination of this lease at the option of the Landlord.

30. That a deposit of $ 720.00 TOTAL $240.00 INSTALLMENTS TO BE PAID IN THE FIRST TO BE taken at signature, will be held by the Landlord, said deposit to be returned at termination of tenancy, less deductions for necessary cleaning (including trash removal) and/or damages to premises above ordinary wear and tear and unpaid utility bills, and upon prompt surrender of keys. Tenant agrees to stand by judgment of the Landlord as to the amount of return deposit. Tenant is liable for the total amount of damages in case the deposit is not sufficient. NO PORTION OF THIS SAID DEPOSIT WILL BE USED BY TENANT FOR ANY PAYMENT OF ANY RENT DUE.

PROVIDED ALWAYS, that if Tenant shall fail to pay said rent in advance as aforesaid, although there should have been no legal or formal demands made, or break or violate any of the within covenants, conditions or agreements, then and in any of said events, this agreement and all things herein contained shall, at the option of the Landlord, cease and determine and shall operate as a Notice to Quit. Landlord may proceed to recover possession of said premises under and by virtue of the provisions of the Code of Law for the District of Columbia, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between Landlords and Tenants, and when such possession is obtained Landlord may re-rent the demised premises at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs.

IF PROCEEDINGS, shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of said premises, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED, that if at any time during the term of this agreement, or any renewal or extension thereof, Landlord or the owner of record should be required by any Municipal Authority to make repairs, alterations, or additions to said premises, occasioned by the use which Tenant shall make of same, Tenant agrees to have said repairs, alterations or additions made at his risk, cost and expense, and if he shall fail to have said repairs, alterations or additions made, Landlord shall have the right to terminate this agreement and to possession of said premises by serving on Tenant not less than Thirty (30) Days' Written Notice to Vacate.

IT IS FURTHER UNDERSTOOD AND AGREED, that in the event Tenant is adjudicated a bankrupt or makes an assignment for the benefit of his creditors, this agreement shall, at the option of Landlord, cease and determine and said premises shall be surrendered to Landlord, who hereby reserves the right, in either of said events, to forthwith re-enter and repossess said premises.

IT IS FURTHER UNDERSTOOD AND AGREED, that if said premises become uninhabitable by reason of fire or other casualty not caused by the negligence of Tenant, his servants or agents, the rental herein reserved shall be suspended, until said premises shall have been restored to a habitable condition, nothing herein to be construed, however, as requiring Landlord to rebuild or restore said premise

SHOULD TENANT continue in possession after the end of the term herein with permission of Landlord, it is agreed that the tenancy thus created can be terminated by either party giving to the other party not less than Thirty (30) Days' Written Notice to expire on the day of the month from which the tenancy commenced to run. In so continuing, Tenant agrees to pay the monthly rental of _____ dollars, and to keep and fulfill all the other covenants, conditions and agreements herein.

T IS FURTHER UNDERSTOOD AND AGREED, that the conditions and agreements con-
ained herein are binding on, and may be legally enforced by the parties hereto,
heir heirs, executors, administrators, successors and assigns, respectively,
nd that no waiver of any breach of any condition or agreement contained herein
hall be construed to be a waiver of that condition or agreement or of any
ubsequent breach thereof, or of this agreement. Feminine or neuter pronouns
hall be substituted for those of the masculine form, and the plural shall be
ubstituted for the singular number in any place herein, in which the context
ay require such substitution.

N TESTIMONY WHEREOF, Landlord and Tenant have signed these presents the day
nd year first hereinbefore written. Signed in duplicate.
igned in the presence of:

itnesses:

_____ John V. O'Neill

_____ J. Paul Mallory

_____

_____

_____

_____

(Tenant sign above)

Approved _____

(Owner of record)

(END)